

## SECOND ADDENDUM TO LEASE AGREEMENT DATED MARCH 20, 2001

This Second Addendum is made this 6<sup>th</sup> day of September, 2006, by and between POTOMAC ELECTRIC POWER COMPANY, a District of Columbia and Virginia Corporation, (PEPCO) ("Landlord") and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland, (the "COUNTY") ("Tenant"); (PEPCO and the COUNTY together "the PARTIES" and individually being a "PARTY").

### WITNESSTH THAT

WHEREAS, the PARTIES are parties to a certain Lease Agreement dated March 20, 2001, ("hereinafter referred to as the "LEASE") under the terms of which PEPCO has permitted the COUNTY to install and maintain communications antennae ("Antennae") and associated base station, equipment and cabinets ("Equipment") being collectively the antennae facility ("Antennae facility"), to extend the height of the existing communications tower ("Tower") by approximately fifty feet (50), to attach ten (10) antennae at five (5) different levels on the Tower, located on PEPCO's property at Substation # 118, (Quince Orchard), 17101 Darnestown-Germantown Road, Germantown, Maryland (the "Property") and PEPCO also permitted the COUNTY to install and operate Equipment in an existing PEPCO building ("Equipment Building") which is located at the base of the tower; and

WHEREAS, the PARTIES entered into a 1<sup>st</sup> Addendum to the above LEASE to extend the term thereof for an additional ten (10) years commencing on March 20, 2006 and ending March 19, 2016 and make certain other amendments to the LEASE; and

WHEREAS, PEPCO has also permitted the COUNTY to install and maintain communications antennae ("Antennae") and associated base station, equipment and cabinets ("Equipment") being collectively the antennae facility ("Antennae Facility"), to attach two (2) antennae at 70 feet, one (1) antenna at 45 feet, one (1) antenna at 20' and three (3) equipment cabinets at 10 feet on Pepco Pole #765407-5429, located at 4800 Sangamore Road, Bethesda, Maryland 20816 (hereinafter referred to as the "Pole"); and

WHEREAS, the PARTIES desire to memorialize their agreement regarding the installation of the Antennae Facility on Pepco Pole #765407-5429 by including such installation in the LEASE:

NOW THEREFORE, in consideration of the mutual promises and obligations hereinafter made and assumed, the parties hereby amend the LEASE as follows:

1. The recitals above shall be a part of the LEASE.
2. A new article 30 shall be added to the LEASE as follows:

### **30. ACCESS TO AND MAINTENANCE OF ANTENNAE FACILITY ON THE POLE**

The COUNTY, its agents, contractors or subcontractors are not permitted to climb or access Pepco Pole #765407-5429, located at 4800 Sangamore Road, Bethesda, Maryland 20816 (hereinafter referred to as the "Pole") or Antenna Facilities safety zone located on the Pole. Only PEPCO is permitted to climb or access the Pole or Antenna Facilities in or above the safety zone. Construction, maintenance and repair of the COUNTY's Antenna Facilities above the safety zone shall be done by PEPCO at the COUNTY's expense. The "safety zone" is defined as the space that is above a point that is forty inches below the head guy location on the subject pole. The definition of the safety zone can change by the addition or deletion of PEPCO electric wires and equipment.

PEPCO or its contractor shall perform the installation, maintenance and removal of the portion of the Antenna Facilities attached in or above the safety zone. Any construction done by the COUNTY on the Pole must be approved in advance by PEPCO. Contractors employed by the COUNTY must comply with PEPCO's insurance requirements.

The COUNTY's Antenna Facilities and Equipment shall be installed and removed at the sole expense of the COUNTY and in accordance with the construction plans and specifications prepared by the COUNTY and approved by PEPCO. The COUNTY shall not commence construction until written approval has been received from PEPCO. All plans and specifications shall be in compliance with local and other applicable building codes.

The COUNTY shall be liable for all cost and expense, for any damages to any Pole or other property of PEPCO and any third party's property which is a direct result of the COUNTY's activities, ordinary wear and tear excepted. If the COUNTY causes any damage to the Pole or other property of PEPCO or any third parties located on the Pole or other property of PEPCO, the COUNTY shall notify PEPCO immediately of any such damage. The COUNTY agrees to reimburse PEPCO or any third party promptly for the cost of repairing any such damage and in the case of PEPCO, The COUNTY shall reimburse and compensate PEPCO for such services in accordance with Article 1 (Reimbursement, Compensation, and Payment).

Outages for antenna installation and maintenance are totally dependant upon PEPCO's primary obligation to supply safe and reliable electric power. Line voltages above 13kV phase to phase, require mandatory electric outages for accessing antenna systems in the power zone and above electric conductors. Circuit line outages may not be required for line voltages 13kV and below. However system conditions and line geometry may make outages mandatory for this or any voltage level. During extreme weather as determined by PEPCO or when electric system conditions dictate access to lines maybe denied.

Communication systems and Antenna Facilities shall not be restored during situations when electric service is interrupted. Electric Service restoration will have priority over communication systems and Antenna Facilities restoration.

Any tree trimming required for the Antenna Facilities above 40" below the guy stub wire will be performed by PEPCO at the expense of the COUNTY. Any permits required for tree trimming required to install maintain, restore or otherwise service the Antenna Facilities shall be obtained by the COUNTY in advance of any such work.

PEPCO will perform maintenance and restoration work with respect to those elements and components of the COUNTY's Equipment located in or above the safety zone on the Pole, upon the reasonable request of the COUNTY, subject to the availability of PEPCO's personnel and resources. The COUNTY shall compensate PEPCO for such requested maintenance and restoration work. In the event of an emergency affecting both electric and COUNTY Equipment at (or requiring access to) the same location, PEPCO reserves the right to first restore its electric utility systems and to deny access to the COUNTY's communications repair personnel until access is safe or the emergency electric utility repair work is completed. PEPCO will operate and maintain the Pole in accordance with industry standards and applicable law.

PEPCO, at its sole discretion, will inspect the COUNTY's antennae and other attachments to the Pole made pursuant to this agreement approximately every two years or as determined by PEPCO, and perform any necessary maintenance. Such inspection and maintenance shall be at the expense of the COUNTY, which expense shall be paid within thirty (30) calendar days of receipt of an invoice from PEPCO for same. PEPCO shall provide the COUNTY with thirty (30) calendar day's notice of its intent to perform such inspection and maintenance.

To arrange maintenance for COUNTY Equipment on the Pole contact PEPCO's Telecom Office, 202-388-2350, during normal work hours, i.e. 7 am until 3:30 p.m., Monday through Friday. At all other times call System Supervisor 301-469-5675.

3. Except as modified herein, the LEASE shall remain in full force and effect and the Parties shall be bound by all terms and conditions thereof.

IN WITNESS WHEREOF, the PARTIES have executed and delivered this Agreement on the date first above written.

WITNESS:

BY: Brian D. Jacobs

LANDLORD:

POTOMAC ELECTRIC POWER COMPANY

Sign: William M. Gausman

William M. Gausman

Vice President Asset Management

WITNESS:

BY: Cathy Smith

TENANT:

MONTGOMERY COUNTY, MARYLAND

Sign: Bruce Romer

Print: BRUCE ROMER

Title: CAO

APPROVED AS TO  
FORM AND LEGALITY  
OFFICE OF COUNTY ATTORNEY  
BY: Glenn J. Brascan  
DATE: 9/13/2006

STATE OF MARYLAND  
COUNTY OF Prince George's

I HEREBY CERTIFY that on this 16<sup>th</sup> day of September, 2006, before me,  
Danette Plater, the undersigned officer, personally appeared William M. Gausman,  
who acknowledged himself to be Vice President Asset Management of POTOMAC  
ELECTRIC POWER COMPANY, a corporation, and that he, as such Vice President Asset  
Management, being authorized so to do, executed the foregoing instrument for the purposes  
therein contained by signing the name of the corporation by himself as such Vice President  
Asset Management.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day  
and year first above written.

[Notary Seal]

Danette Plater  
Notary Public, Danette Plater  
My commission expires 01/01/09

STATE OF MARYLAND  
COUNTY OF MONTGOMERY

On this 21<sup>st</sup> day of September, 2006, before me, Cindy A. Smith, the  
undersigned officer, personally appeared Bruce A. Smith who acknowledged  
himself/herself to be Chief Administrative Officer of MONTGOMERY COUNTY,  
MARYLAND, a body corporate and politic and a political subdivision of the State of  
Maryland, a corporation, and that he/she, as such Chief Administrative Officer,  
being authorized so to do, executed the foregoing instrument for the purposes therein  
contained by signing the name of the corporation by himself as such  
Chief Administrative Officer

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the  
day and year first above written.

[Notary Seal]

Cindy A. Smith  
Notary Public, Cindy A. Smith  
My commission expires January 1, 2008